... it iferte in TennenettangeSot iffer ed Heretotore Squire and the Committe Print 41se Mirtieppatert with the Insurance Company "Notte" specie on Association of W. V. Seemte Mr. Clavet and Patrice out the titlleutites of the authoritor.

of for the Armstrong Oneurance not at the hearing yesterday disod in syndicate frammetions with stable. Life Assummer Society. sore not uncovered in the Henand Frick committee regerts.

also shown that "James H. Hyde. sociates has not been the only atton headed by an Equitable diwhich engaged in syndicate operader contemporaries on the board Divgerald and George H. Squire, his associates, participated with able in underwriting operations. of the transactions of these older tions present features of interest above anything found in the operauses there can't be found on the at le books any record of profits having received by the society. Neither do iks show that there were any losses. appearances the Equitable society ed syndicate participations through re and Fitzgerald organizations and money was advanced by the society on be call of the syndicate managers and was broately returned in full to the Equitable. neither a profit nor a loss showing on the society's books.

some of the syndicate transactions of the olden days the Equitable's books don't even record the amount of the participations allotted to the society, not to mention. the names of the syndicate managers.

In a good many instances also the underwriting participations have been allotted to the society through the Mercantile Trust Company, and here too the books fail often to show any record of profits, the money having been paid out by the society as in the transactions described above and returned in full later.

President Morton of the Equitable has had expert accountants on the society's books for some time, but it was said vesterday that their work had failed to disclose the complete record of many of the transactions, and the Equitable society had called upon nearly all of the prominent syndicate managers in the downtown district to furnish them statements of all the Equitable's participations in syndicates with the profit or loss resulting in each transaction.

Two of District Attorney Jerome's assistants, Sandford and Kresel, appeared at the hearing in the afternoon. Mr. Kresel had a talk with Mr. Hughes. It was said afterward that Mr. Jerome was keeping tab on the investigation.

Henry Rogers Winthrop, the Equitable's financial secretary, was the witness who testified in regard to the syndicate transactions He went over, with counsel for the investigating committee, more than twenty syndicate transactions in which the Equitable has been interested. He was most desirous of furnishing the committee with all available information; in accordance with the policy of the Equitable's new management, but he was handicapped by the fact that the records of many of the transactions have not yet been received from the syndicate managers and from other sources to which the Equitable's present officers have applied.

Mr. Winthrop was on the stand during the entire afternoon session.

While Mr. Winthrop was testifying a letter was presented to the committee counsel for the Equitable from Grover Cleveland. It was written in response to a request by the chairman of the committee for official information in regard to what the trustees of the Ryan majority stock n the Equitable have done since their appointment. Mr. Cleveland save in the letter that the trustees were fully in accord with the objects and aims of the investigating committee. He tells of the difficulties experienced by the trustees in getting policyholders to serve as directors and gives it as his opinion that while mutualization and policyholder control are "pleasing to the ear," they do not necessarily of themselves import good administration or successful management.

HYDE'S OTHER SYNDICATES.

Two syndicate transactions in which Mr. Hyde and the Equitable were at the same time interested and which were not disclosed in the Frick and Hendricks re ports included one in October, 1902, in the Atlantic Coast Line Railway bonds. The other was in the same year in the International Mercantile Marine bonds.

In the Atlantic Coast Line syndicate; Mr. Winthrop testified that the books of the society did not disclose who the syndicate managers were or what the society's allotment was. The society, he said, had received its allotment through James H. Hyde and Associates. This information, he said, did not appear in the society's books, but was obtained from letters and memoranda in regard to the transaction received from Mr. Hyde. The books show, Mr. Winthrop said, that the Equitable paid out on the syndicate account \$1,376,096. It got back on the same account an equal

The payment which covered the money put into the syndicate by the Equitable was made, the witness testified, by Mr. Hyde, and a check for \$114,500, representing the Equitable's profit in the transaction, also came from Mr. Hyde. Mr. Winthrop testified that there was nothing on record in the society to show what profit Hyde or his associates made in the transaction.

case of the International Mercantile Marine Syndicate the Equitable books show that the society got an allotment of \$500,000 through James H. Hyde and Associates. The Equitable got the bonds at 921/2 and withdrew them to the full amount of its participation. J. P. Morgan & Co. were managers of this syndi-

THE FITZGERALD SYNDICATE.

The syndicates disclosed yesterday in which Fitzgerald and his associates were interested were the Pennsylvania coal Juchase syndicate of 1900 and the Pittsburg, Toledo and St. Louis bond syndicate of

In the Pennsylvania coal purchase syndicate the Equitable go an allottment of \$750,-000 through Gen, Fitzgerald and others, Mr. Winthrop testifed that the officers of the Equitable have been unable to find any memorandum or record showing what persons were interested with Fitzgerald. Gen. Fitzgerald, when the allotment went to the Equitable through him, was a member of the society's finance and executive committees. Since the scandal in the Equita' le came out he has resigned from the ire torate. Mr. Winthrop testified that the Equitable paid \$624,375 on call and received bac: the entire amount. There was, he said, no entry northwest winds.

SYNDICATES UNCOVERED. of any profit to the enciety on the Equital on rooms.

Was there any profit on the transaction?

Was there any profit on the transaction on the Equital Transaction of the syndicate approprient on the

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terms of the syndicate aproximent, each out a cities either whether the total percent of the amount authorited, each in creating the first and in a creating the first and in the transaction. The affreed on a total there we not that there we not that there we not that there is a secretary of the transaction whether the profits account in the transaction had been described in the transaction of the transaction was one of the copy of the pritabure. To leake and to ofthe mappagers of the undertaking. Associated with him were, among others, George J. Goold, who was a director of the Equitable and Myron f. Herica, now Governor of Ohio. The Equitable's participation amounted to \$400,000. The entire amount of the participation was called by the syndicate managers. The witness said that appeared from the books that the Equitable received in payment of this amount securities, among others, Wahnsh-Pittsburg Terminal 2s, where to all appearances it was entited to gash.

Only one syndicate in which the Equitable had received its allotment through George H. Squire and associates was brought to light. This syndicate was in Southern Pacific

had received its allotment through George H. Squire and associates was brought to light. This syndicate was in Southern Pacific gold bonds and was brought out in 1990, Speyer & Co. being the managers. The Equitable's participation was for \$250,000, the amount called being \$201,285. This amount was returned in full to the society and the Equitable's books contained no statement of any profit.

Mr. Winthrop testified that George H. Squire was formerly financial manager of the society. The witness said that he did not know who Mr. Squire's associates were in the transaction.

MERCANTILE TRUST DRAIS—NO PROFITS.

MERCANTILE TRUST DRALS-NO PROFITS MERCANTILE TRUST DRAIS—NO PROFITS.

The allotments made to the Equitable society through the Mercantile Trust Company, as disclosed yesterday, were four in number. The first one brought out was in 1896 in St. Louis and San Francisco Railway bonds. The Equitable's allotment was for \$100,000, and of this \$18,000 was called. The witness could not tell what the Mercantile Trust Company's participation in the syndicate was. There was, he said, no entry

The witness could not tell what the Mercantile Trust Company's participation in the syndicate was. There was, he said, no entry of any profit on the Equitable's books.

In 1897 the Equitable participated in the St. Louis and Iron Mountain syndicate through the trust company. The society's books, Mr. Winthrop said, did not state what the allotment was to the Equitable. All the officers of the society could tell in regard to the money that had been invested was from the payments on the account, which amounted in all to \$555,000 and that this amount was transferred to the Equitable's bond account, the securities having been withdrawn by the society.

The two remaining participations which the Equitable got through the trust company were in Union Pacific bonds in 1901 and in Chicago and Northwest Railroad bonds in 1904. In the former transaction the Equitable got an allotment of \$500,000, 50 per cent. of which was called. In 1901 the full amount that had been called was repaid. The witness could not say whether the syndicate was closed yet or not, but no bonds had been withdrawn for investment and there was fo record of any profit.

In the Chicago and Northwest syndicate

and there was no record of any profit.

In the Chicago and Northwest syndicate the Equitable was interested to the extent of \$1,250,000. The witness said that he could not tell whether anybody else was interested with the Mercantile Trust Company or not nor did he know whether pany or not, nor did he know whether the syndicate had been closed. Apparently, he said, no profits had been paid over to the society.

he said, no profits had been paid over to the society.

In the case of a syndicate in Cleveland, Kansas and Southern bonds in 1899 the witness testified that there was no entry on the Equitable's books either of the syndicate managers or of the allotment which the society had got. On September 26, the witness said, the books showed that \$1,000,000 had been paid to somebody on the account, but no name appeared.

"You don't know to whom the payment was made," asked Mr. Hughes.

"No," replied the witness, "I don't know." Repayments, it was shown, were made on the account down to 1901, when they amounted to the full amount paid by the society. In this transaction also there was no record of any profit having been paid to the Equitable.

The witness said that so far as he had been saled to account these was no record.

The witness said that so far as he had seen able to ascertain there was no special account in which the profits from these syndicates could have been entered. Mr. Hughes wanted to know whether in the opinion of the witness there was any special reason to believe that profits had been made. Mr. Winthrop replied that he couldn't say positively that there was.

GETTING NEAR TO HARRIMAN. Mr. Hughes took up with Mr. Winthrop the Equitable's relation to the much talked of \$50,000,000 blind pool in Union Pacific preferred stock. This is the pool in which James H. Hyde acquired for the Equitable society \$1,670,000 of the stock under a five year holding agreement.

Mr. Hyde testified before Supt. Hendricks that he entered into this transaction for

year holding agreement.

Mr. Hyde testified before Supt. Hendricks that he entered into this transaction for the Equitable upon the solicitation of Edward H. Harriman, who was one of the syndicate managers. Mr. Hyde said, too, that Jacob H. Schiff, who also was a manager of the syndicate and a director of the Equitable, knew that Mr. Hyde was' representing the Equitable society when he became a party to the holding agreement.

Mr. Schiff has denied this in the strongest words. Although he is recorded in the minutes of the Equitable's finance committee meetings as having approved the payments for this stock, he declared that the records were false when they represented that the stock had been sold to the Equitable's checks in payment of the stock were cashed by Kuhn, Loeb & Co.

Mr. Winthrop testified yesterday that James H. Hyde recently made an assignment of all his rights and title to this stock to the Equitable society then made a demand on Kuhn, Loeb & Co. that they acknowledge the Equitable society as a party to the syndicate agreement, but they have refreshed to do so until they present the mater.

the Equitable society as a party to the syndicate agreement, but they have re-fused to do so until they present the matter to the syndicate managers at their next meeting. Kuhn, Loeb & Co. represented, the witness said, that they were merely the agents of the syndicate managers. James Stillman is the third manager of the

Mr. Winthrop repeated what was said before Supt. Hendricks that there was no authorization of the transaction in the minutes of the society's executive com-mittee, but that the payments were apmittee, but that the payments were approved by the finance committee, of which Mr. Schiff was a member.

It was evident from the way Mr. Hughes questioned the witness on this transaction

that he intends to uncover all the facts, to ascertain whether it is true that Harriman and Schiff, using Hyde as a tool, tied up the policyholders money for five years

The Weather.

The remarkable feature of weather conditions over the country yesterday was the general preva-

lence of fair weather. There were slight There were slight thundershowers in southern California, but in all other sections it was clear. The pressure was high in the extreme North and over the Southern States and low over the Lake regions and the extreme Southwest It was cooler in Montana, in Michigan and on south Atlantic coast and in other regions it

was warmer.

In this city the day was fair, wind, fresh southwest: average humidity, 61 per cent.: barometer ted to read to sea level, at 8 A. M., 29.94;

The temperature yesterday, as recorded by the

WASHINGTON FORECAST FOR TO DAY AND TO MORROW For eastern New York and New England, fair to-day and to-morrow fresh southwest winds, shift ing to northwest.

morrow; fresh west winds.

For the District of Columbia and Manifand.

For New Jersey, eastern Pennsylvania and Delafair to day and to morrow; light wes, winds, For western New York, parily cloudy, p. Ohnelly showers and cooler to-day; fair to-morrow; fresh | 1912. It is universally recognized efege chia

KNOX HAT

Is the namberd by which all others are included,

n a transaction which Supt. Hendricks has in a transaction which Supt. Hendricks has designated as purely speculative.

Coupsel for the committee did not finish with Mr Winthrop in regard to the Equitable's syndicate transactions and if will probably take a day or two of the committee's time next week to wind up this matter. Mr Winthrop assured the committee on behalf of the Equitable's management that every effort would be made to theorem all the facts in the transactions. OROVER CLEVELAND'S LETTER.

Mr. Cleveland's letter to the committee was presented in evidence as soon as it was received in the afternoon session. It was dated "Tanworth, N. H., Sept. 18." Mr. Cleveland reviews in the letter in detail all that his been done by the trustees of the Ryan stock, from the date of their assuming office under the deed of trust up to the time of the recommendations made by them to the Equitable board of directors, which resulted in the election of the ast

which resulted in the election of the ast group of policyholders' representatives to the board of directors.

"The net result of the labors of the trustees under the authority of the trust agreement," says Mr. Cleveland, "is represented by the addition to the depleted board of directors of the trust agreement," and the depleted board of directors of the trust agreement, and the depleted board of directors of the trust agreement. directors of twenty-one new members of such character and business ability as in-sure faithful and intelligent discharge of their dutes. All of these new directors are policyholders in the society except two, who it is expected will as soon as possible take out policies."

take out policies."
Referring to the decision in the Lord Referring to the decision in the Lord injunction suit, which restrains the officers of the Equitable from carrying out the plan of mutualization proposed before Mr. Ryan acquired his stock. Mr. Cleveland says that in order that there may not be "in any event" an infirmity of qualification in a majority of the directors a number of the new members have acquired stock in the society, and these, together with the old members owning stock, constitute a majority of the board of directors. OBSTACLES TO MUTUALIZATION.

"The trustees," says Mr. Cleveland, "feel that in the difficulties that have confronted them and, inasmuch as they were compelled to act promptly under the powers conferred by the trust agreement, results of their care and labor have been as satisfactory as they could possibly have been expected. They are not blind, however, to the fact that obstacles lie in the path of the proposed mutualization which are so inherent that even with the greatest study and care they cannot be easily overcome.

and care they cannot be easily overcome.

"Mutualization and policyholding control are pleasant to the ear, but in and of themselves they do not necessarily import good administration or successful management. If policyholders are to be allowed control they should in some way be made to realize their responsibilities as well as their privileges. There are probably nearly half a million individuals who are policyholders in the Equitable society, and yet it would be giving a high estimate to place the number who have thus far made the least effort, directly or indirectly to acare pleasant to the ear, but in and of them least effort, directly or indirectly, to acquaint the trustees with their preferences, at twenty-five thousand; and their desires

at twenty-five thousand; and their desires when made known have often been so palpably inconsiderate or based on such misconception that they could not with safety be followed.

"The trustees have derived the best aid from policyholders in cases where their representations have been made through associations of the insured, regularly organized, and thus enabled to sift and reduce to sensible concentration the multiplicity and contrariety and the frequent plicity and contrariety and the frequent misdirected want of local sentiment. "I am certain the trustees for whom I

speak are heartily in favor of such mutualization as will be real and genuire and at the same time will comrel in the direction and management of life insurance companies such business ability, such attention and devotion to duty, and such honesty and alertness in discharging judiciary obligations as well as promoting legitimate self-interest as are positively vital to the benificence of such organizations.

"In common with all others who desire

the best conditions in this important field the best conditions in this important held of business where people have so much at stake, the trustees a ting for the policy-holders of the Equitable society will gladly welcome any aid in their work which may sult from the labors of your committee. HUNTING HAMILTON'S CASH.

At the committee's morning session Henry Dempsey, cashier of the Citizens' Central National Bank of this city, submitted to the investigators a statement showing the credit and debit entries in Judge Andrew Hamilton's account in that bank, Mr. hughes did not disclose the contents of the statement, but it was learned that the entries conclusively that Judge Hamilton he drew drafts against the check of large amounts which were deposited by him in the State National Bank in Albany. had not redeposited the money in the Citi-zens' Central Bank.

It was said that Judge Hamilton's balance

in this bank was only about \$8,000. The total amount of the checks advanced to him by the New York Life, which, according to President McCall's testimony are resident mccan's testimony are unac-counted for, is \$235,000. It was said further that the checks for \$700,000, which were actually used, as shown before the com-mittee a few days ago, in acquiring prop-erty for the New York Life's annex were deposited in the Citizens' Central Bank and checked against

deposited in the cluzens central Bank and checked against.

With the exception of the few minutes devoted to Cashier Dempsey, the committee's morning hearing was given up entirely to an investigation of agency conditions in the New York Life Insurance Society.

Thomas A. Buckner, fourth vice-president of the New York Life and the head of the domestic and foreign agency departments, was the witness examined. Mr. Buckner explained in detail to the committee the workings and purposes of the company's agency organization known as "Nylic." There were, Mr. Buckner testified, two of these organizations, one for the regular soliciting agents and the other for the agency directors. Both were, he said, heneficial organizations and represented a system of compensating agents which was used by the New York Life in lisu of the renewal interests allowed by other companies. "NYLIC."

Mr. Buckner explained that the Nylic Mr. Buckner explained that the Nylic organization for the regular agents was divided into what might be called five departments. All the soliciting agents who agreed to give their entire time to the company were entitled to become freshmen Nylics. From freshmen they could, if they succeeded in writing \$25,000 worth of insurance each year for five years, be graduated into Nylics of the first degree.

Nylics of the first degree got a percentage of 50 cents on \$1,000 per month for all business which they had written in their poorest year as freshmen Nylics. They could, if they continued to write \$25,000 worth of insurance a year, be graduated after five

insurance a year, be graduated after five years to Nylics of the second degree and then to Nylics of the third degree, and finally they might become senior Nylics.

Mr. Buckner testified that there were only

Mr. Buckner testined that there were only three agents that had attained the rank of senior Nylics. The money which the agents received as members of Nylic in addition to their regular commissions in-creased of course as they advanced in

The agents themelves have from time to time contributed from their salaries to a beneficial fund of the organization and the New York Life company also has from time to time made contributions to this fund. In the event of an agent dying his heirs are entitled to draw out the money which he has paid into the fund with 6 per cent. interest. There is no provision for the New York Life company withdrawing its cent-libitions. The fund is to be divided any ng the members of the organization in 1912. It is in the hands of trustees, one of whom is George W. Perkins. New York Life company also has from time

JUSTICE DECKEY'S NEPHEW AC-CEPTA HIS ENGLES ANTICE.

tto nece tine of Two Introders Land to With Vaturaties and is Conferred by the Justice's Words: "Sever brappie" Words Servant Searce One Pattow Off

Supreme Court festion William D. Inchey of Brooklyn looked up the other morning from his breakfast table newspaper

I notice," he said, addressing the family strole, "that a young man in Newburgh was shot while grappling with a burglar. Never grapple with a burglar. He can only take your property. If you alarm him he may

"Het suppose you have a gen?" said Warren Dayn, his nethew, who lives in the Firetimer.

anid the Justice, "As well acquainted that I do not frust them I won't have them in the house. You might shoot a friend who was playing a little prank. No. Warren, if you fird a burglar in the house let him ransack and trust to the law.

Remember you are young and cannot risk your life of promise through a foolish iden of travery A few days later Justice Dickey noted

the shooting of Mrs. Morrill in Greenwich by an interrupted burglar. "That proves my point, if proof is needed, he said after he had read off all the harrowing details. "Never grapple with a bur-

It was some time in the early hours of vesterday morning that Mr. Davo awoke from a deep vision of peace with the consciousness that there was a man in his oom. Luckily he did not stir. He just opened his eyes and took it in silently. The man had just lifted a gold watch from the bureau. He tucked it into his pocket and began to investigate Mr. Deyo's

clothes. The young man could see him plainly by the light of the old moon. The comforting words of his uncle came to Mr. Deyo. They sounded wise, very wise.

Deyo. They sounded wise, very wise. He did not grapple. He lay and watched. The burglar—for it was he—transferred a roll of bills from the change pocket of the trousers. He even took Mr. Deyo's pocket knife, his keys and his cardcase. The intruder removed his old slouch hat and exchanged it for Mr. Deyo's new fall block, which was hanging on the wall.

Then he crept stealthly from the room and opened the door of the room of Justice Dickey's servant, down the hall. She had not heard the lecture on burglars, having been busy with hot cakes at the time, so when she found a strange man in her room she sat straight up in bed. She didn't scream. It was not necessary.

The burglar turned and beat it down the stairs. The listeners on the second floor heard another pair of feet tapping through the house. The kitchen door closed and it was all over. Then Mr.

floor heard another pair of feet tapping through the house. The kitchen door closed and it was all over. Then Mr. Deyo gave the alarm.

It seemed that there had been two burglars. The first, the one seen by Mr. Deyo, had run through the second story. He began with the room of Mrs. Richmonde. a 89 years old, Mrs. Dickey's mother. From her room he lifted a little jewelry. He was working down toward Justice Dickey's room when the girl alarmed him.

The second burglar had piled up the silver in the dining room, but had not packed it for carriage, when he was scared off. The total loss was about \$250.

"Warren did right," said Justice Dickey.

packed it for carriage, when he was scared off. The total loss was about \$250.

"Warren did right." said Justice Diokey.

"He would have stood no chance with the burglar. I am so impulsive that if he had called out I would have run into the hall and stood a chance of being killed. The principles is right. Never grapple with a burglar."

JAPAN-COREA AGREEMENT.

It Gives the Japanese Rights in Corear Coast and Inland Waters.

WASHINGTON, Sept. 22.-The text of an agreement between the Corean and Japanese Governments concerning navigation of the Corean coast and inland waters by Japanese vessels has reached the State Department by mail from Lloyd C. Griscom can Minister at Tokio. The agreement was signed on August 13 by Gonzuke Havashi, Minister Plenipotentiary of Japan, and by Yi Ha Yong, the Corean Minister of Foreign Affairs. Mr. Griscom in an accompanying note says the rights extended by this convention "will doubtless be of considerable value to the Japanese and to other foreigners who enjoy them through favored nation treatment

The agreement contains nine articles, the first of which says that Japanese vessels are allowed to navigate along the Corean coast and on inland waters, but the agreement does not, however, apply to naviga-tion between the open ports. Provision is made for the issuance of licenses to the Is made for the issuance or hoeness to the Japanese owners, providing that the owners furnish the name, class and capacity of the vessel and the zone in which it will navigate. Each vessel will have to carry a license, and will not be permitted to operate elsewhere than in the zone prescribed in the license, unless in case of accident or natural disaster.

natural diaaster. The agreement provides further that the Japanese owners may lease land for ware-houses in Corea and also build wharves, with the consent of the Corean customs establishment. In case of violation of the agreement by the Japanese owners licenses will be revoked. The agreement is to run for a term of fifteen years from the date of signature and may be renewed at the experience. In its expiration by further negotiation. In case Corean navigating industries are improved in the future the two Governments may make another agreement within the period of fifteen years

DAMS FOR PANAMA CANAL. The Advisory Evard of Engineers Dis-

cusses the Subject. WASHINGTON, Sept. 22.-The advisory board of engineers on the Panama Canal will go to Boston early next week to inspect the newly completed dam at the Wachuset reservoir in that city. The plans of the dam have been laid before the board by one of its members, Frederic P. Stearns of Boston, who had charge of the construction of the Wachuset reservoir, which forms a part of the new Boston waterworks system. The dam has sixty feet of water against it and is built of earth upon a foundation of earth, Its type may be precisely what will be needed in the

be precisely what will be needed in the construction of the Isthmian Cana. At to-day's session of the board the sub-ject of dams of 70, 80 and 90 feet in height was discussed, the various types, feasibility and adaptibility being taken into conconsideration.

Writ of Error in Senator Mitchell's Case. WASHINGTON, Sept. 22,-A writ of error in the case of United States Senator John H. Mitchell of Oregon, recently convicted of complicity in the land frauds in that State, was filed in the United States Supreme Court to-day. The wiit of e ror is taken from the United States Court for the Eastern

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NEW LAWYER FOR MINNIE DALY. Friends Are Looking Out for Girl Accused of Passing Confederate Bills.

Twelve angry women occupied the front benches and later signed as many complaints in the West Side court yesterday against Minnie Daly, the young woman who is accused of swindling boarding house keepers by means of Confederate twenty dollar bills. When the defendant was brought into the court room the twelve com-

plainants flocked to the rail to look at her. The girl bore the ordeal calmly, walking to the desk with the faintest trace of a smile on her lips and not the least suspicion of a flutter in the hand that wielded the pen with which she signed her statement. was dressed as formerly, in a white silk waist and black silk skirt, with her abundant black hair down her back like a schoolgirl. But instead of the white picture hat with the green plume which she has worn hitherto, her head was covered by a man's brown automobile cap, which she removed later, facing the Magistrate bareheaded. Her picture hat, it seems, came in contact with a lighted candle in the prison and was burned. She had merely borrowed the cap burned.

for the occasion.

'The defendant was represented by Assemblyman Prince, who was retained by some of the girl's friends last week. In addition Carl Fischer-Hansen has been employed to defend her, and Alexander Michaelson one of his associate attorneys. Michaelson, one of his associate attorneys. was on hand yesterday. Mr. Fischer-Hansen will conduct the girl's defense at her trial in the downtown court later. Assemblyman Prince was somewhat miffed by the presence of Michaelson and after a few minutes withdrew from the case en-

rirely.

Michaelson wanted Magistrate Steinert Michaelson wanted Magistrate Steinert to examine the girl on one complaint only and hold the rest in abyance pending the outcome of the one trial in Special Sesions. The Magistrate refused to do so and went through the entire twelve cases, holding the prisoner in \$500 to answer in each case making the aggregate hail \$3,000. each case, making the aggregate bail \$3,000.

After the conclusion of the examination
Mr. Michaelson said he would at once get mr. Michaelson said he would at once get out a writ of habeas corpus on the ground that no evidence had been produced to show either that a crime had been com-mitted or that the money in question was spurious. Mr. Michaelson made these same assertions during the examination, and Magistrate Steinert said he considered the criticares conclusive of crime The the evidence conclusive of crime. The Court itself, he said, would take cognizance

that the money was bad.

As heretofore, the girl sticks to the story of being a married woman, and it was learned yesterday on good authority that she is married and that her husband is a man holding a very responsible. He has not come forward in the was said, for fear of jeopardizing his

Further, it was said that the girl's maiden name was Wallace and that she is a member of a prominent family of Cleveland, Ohio. One of her brothers is said to be in New York now, looking after her welfare. Ex-Commissioner of Euildings Isaac Hon-ner, through whose instrumentality the girl nected with her, though distantly.

Fire Engine Camps in the Street.

While the street before the house of Fire Engine Company 9 at 55 Fast Broadway is being paved with wooden blocks the engine and tender, with the horses attached to them, have been camping out in the street on the opposite side. The horses are changed every twelve hours, and at are changed every twelve hours, and at night some straw is placed under them. They seem to be just as comfortable in the street as in the stable. It is a great treat for the boys of the neighborhood, who stand in crowds about the engine after school hours, studying the shining mech-anism and speculating on the chance of getting appointed firemen when they grow

Movements of Naval Vessels.

WASHINGTON, Sept. 22.-The cruiser Columbia has sailed from New York for a lumbia has sailed from New York for a wreck, the tug Samoset from League Island for Norfolk, the collier Cæsar from Gibraltar for Washington, the monitors Florida and Nevada from Provincetown for League Island, the cruiser Olympia from Monte Cristi for Sanchez, the gunboat Sandoval from Annapolis for Norfolk and the battleship Ohio from Chemulpo for Chefoo.

The cruiser Tacoma has arrived at Tompkinsville, the tug Iroquois at Midway, the tug Alice at Norfolk, the tank ship Arethusa, the cruiser Galveston and the collier Marcellus at Provincetown, the cruiser Wolverine at Erie, the cruiser Denver at Puerto Plata and the battleship Alabama at Boston.

Stetson Hats for Men

Exclusive and Standard Blocks. Long before John B. made us his representative we had a wholesome respect for the Stetson hats. Since they have been our great concern, it has been

strengthened All the tests of which we know have demonstrated to us that Statson makes the best has in

Stetson Derby for young fellows. Ours exclusively Stesson Plexible Conforming Derby 93.56 Stateon Derby of clear nutria \$5.00 Stetson Derby of clear Heaver 96.00 Stetson Soft Hats in college and conservative models \$3.50 93 50 to \$12.00 Stetson Soft Hats in staple and new models

High Grade Scaris at 50c.

We can appreciate the condition which compele the average man who makes scaris to line his at fifty cents with cheap satin. We know what ours, which are entirely of silk-and good silk at that-cost us. We have good reasons to believe that it is the best fifty-cent scarf that you can find.

> Narrow, medium and wide French seam Four-in-Hands and Open Squares in all the new menotones. as well as exclusive designs and colors.

Shoes for Men at \$3.50

Fall and Winter Models

For our three-fifty shoes we set the standard a bit higher than we dared hope to reach. And the result is this: in ours at three-fifty all the vital elements are as good as those in the average shoe at five dollars. Perhaps you will not be conscious of it until after the third month the shoes have been in service. But conscious of it you will be. The new series of lasts is extensive.

> Blucher Lace, Button and Congress models, of patent coltskin, vici kid, gun-metal calf or wax calf, with single or double soles, drill or leather lined, \$3.50.

New Fall Shirts for Men at \$1.50

We cannot hope to rob the four-dollar to-order shirt of its glory with ours at one-fifty. What we have done is this: we have made a shirt of better fabrics, tailored a little better and in designs more exclusive than any of the branded shirts at one-fifty of which we know. If all that will satisfy you, then this is of interest:

Plain, plaited and stiff bosom coat models, cuffs attached, fashioned of madras, Russian cords, percale and chambray, in dignified and daring designs.

Saks & Company

Broadway, 33d to 34th Street.

-HARDMAN-Autotone Piano



Is a perfect Hardman Piano which can be used by hand or played as by an artist when operated by means of a perforated music-roll. By touching a slide the change is instantly made at will from one method of playing to the other. No previous musical knowledge is necessary in playing the Hardman Autotone Piano when the musicroll is used.

THE AUTOTONE PIANO. When used for hand-playing the pedals and music roll disappear, being concealed listle the case.

We also offer the HARRINGTON AUTOTONE PIANO. The Harrington Piano is a charming instrument which has been for 30 years before the public and the manufacture of which we control exclusively.

Prices from \$500 to \$1,000. Easy Monthly Payments if Desired

ALSO THE HARDMAN PIANO
AND THE HARDMAN PIANO-PLAYER.

We will take your old Plano or Plano Player at a li eral sum. Let us estimate on an exchange. Hardman, Peck & Co., Flith Ave. and 19th St., New York. 524 Fulton St., Brooklyn.

Dismissed Chief Inspector Sites New Tenement House Commissioner. Supreme Court Justice Truax reserved lecision yesterday on an application made by Herman J. Levy for a mandamus directing Tenement House Commissioner Butler to reinstate him as chief inspector of the

SEEKS TO GET BACK BY MANDAMUS missioner Crain, at a salar of \$3,000 a year. Charles W. Dayton contended that Levy's summary removal was illegal, because the law provides that the heal of a bureau can be removed only after a hearing specific charges. Assistant Cor Counsel Crowell replied that Levy was not a bureau such as the charter con-templates, nor was Levy the head of the bureau in any event. Mr. Dayton sub-mitted the letter from Mr. Butler informing Building Bureau, from which post he was removed on July 28. Lovy was appointed in September last by former Comparison of the September last by former Comparison of the Lovy of his removal, which read that Lovy was dismissed from the post of "Chir Inspector of this Department." Levy removal was Butler's first official act.

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You require Nature's Assistance.

ENO'S 'FRUIT SALT' IS RATURE'S OWN REMEDY,

and an unsurpassed one. It is peculiarly adapted for any constitutional Weakness of the Liver, possesses the power of reparation when digestion has been disturbed or lost, and places the invalid on the right track to Health. A WORLD OF WOES Is avoided by those who keep and

use ENO'S 'FRUIT SALT.' NO FAMILY SHOULD EVER BE WITHOUT IT. CAUTION. - Examine the Capsule and see that it is marked ENO'S FRUIT SALT; otherwise you have the sincerest form of flattery-IMITATION.

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